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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
: **08-13555 (JMP)**
LEHMAN BROTHERS HOLDINGS INC., et al., : **(Jointly Administered)**
Debtors. :
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**STIPULATION, AGREEMENT AND ORDER EXEMPTING PIMCO FROM
THE OBLIGATION TO COMPLY WITH CERTAIN REQUIREMENTS OF
THE BAR DATE MOTION RELATED TO DERIVATIVE CONTRACTS**

Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors as debtors and debtors in possession (together with LBHI, the "Debtors"), and Pacific Investment Management Company LLC, and its respective affiliates and subsidiaries on behalf of and for the benefit of their respective clients (collectively, "PIMCO" and, collectively with the Debtors and the "PIMCO Parties" as defined below, the "Parties"), by and through their respective attorneys, hereby stipulate as follows:

RECITALS

A. On September 15, 2008 (the "Commencement Date"), LBHI, and periodically thereafter, certain of its subsidiaries, filed with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). This Court has consolidated those cases for procedural purposes only, and is jointly

administering them pursuant to Fed. R. Bankr. P. 1015(b). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Pursuant to the Motion of the Debtors, Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3), for Establishment of the Deadline for Filing Proofs of Claim, Approval of the Form and Manner of Notice Thereof and Approval of the Proof of Claim Form, filed with this court on May 26, 2009 [Docket No. 3654] (the “Bar Date Motion”)*, the Debtors are seeking an order (the “Bar Date Order”) establishing August 24, 2009 as the deadline for the filing of proofs of claim by all creditors against the Debtors, pursuant to section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) (the “Bar Date”).

C. The proposed Bar Date Order provides that holders of claims against the Debtors based on Derivative Contracts or Guarantees are required to (i) fill-out and return a paper copy of a Proof of Claim form, (ii) check the appropriate box on the proof of claim form indicating that such claim is based on a Derivative Contract or a Guarantee, as applicable, (iii) log onto <http://www.lehman-claims.com>, enter a unique identification number and complete the Derivative Questionnaire or Guarantee Questionnaire, as applicable and (iv) upload supporting documentation to <http://www.lehman-claims.com>.

D. The Debtors are party to and/or have guaranteed the Derivative Contracts with PIMCO listed on Exhibit A hereto.

* Capitalized terms used but not defined herein shall have the meaning set forth in the Bar Date Motion

E. PIMCO has expended significant resources with the Debtors with respect to the Derivative Contracts and has (i) cooperated and assisted the Debtors with the reconciliation, calculation and valuation of the Derivative Contracts between the Debtors and PIMCO and (ii) has provided the Debtors with a substantial amount of documentation and information related to such Derivative Contracts requested by the Debtors.

F. As a result of PIMCO's cooperation with the Debtors, with respect to the Derivative Contracts listed on Exhibit A hereto, PIMCO has already provided to the Debtors much of the information that PIMCO's clients are required to provide pursuant to the Derivatives Questionnaire and Guarantee Questionnaire with respect to the Derivative Contracts identified on Exhibit A. As a result, the Parties have agreed that, as it relates to the Derivative Contracts listed on Exhibit A hereto, and Guarantees of such Derivative Contracts, PIMCO and its clients (collectively, the "PIMCO Parties") are exempt from the requirement to provide information and documentation pursuant to the Derivative Questionnaire and Guarantee Questionnaire.

AGREEMENT

NOW THEREFORE, the Parties hereto, by and through their respective attorneys, hereby agree as follows:

1. The Parties incorporate the Recitals herein as part of their agreement.
2. Notwithstanding anything in the Bar Date Motion or the Bar Date Order, with respect to claims held by the PIMCO Parties in respect of the Derivative Contracts listed on Exhibit A hereto, and Guarantees of such Derivative Contracts, the PIMCO Parties shall not be required to complete the Derivatives Questionnaire or the

Guarantee Questionnaire or upload the required information to the website <http://lehman-claims.com>. With respect to proofs of claim filed by the PIMCO Parties in respect of Derivative Contracts listed on Exhibit A hereto, and Guarantees of such Derivative Contracts, the PIMCO Parties shall only be obligated to (x) fill-out and return a paper copy of Proof of Claim form, (y) check the appropriate box on the proof of claim form indicating that such claim is based on a Derivative Contract or a Guarantee, as applicable and (z) comply in all other respects with the requirements of Bankruptcy Rules 3001 and 3003.

3. With respect to any claims that the PIMCO Parties have against any Debtor, other than as provided in this Stipulation, Agreement and Order, the PIMCO Parties are required to comply with the Bar Date Order.

4. This Stipulation, Agreement and Order is without prejudice to the rights of either the Debtors or the PIMCO Parties in the event of a dispute as to the PIMCO Parties' claims in respect of Derivative Contracts and Guarantees related thereto.

5. The terms and conditions of this Stipulation, Agreement and Order, and the Parties' respective obligations hereunder, shall become effective only upon entry of this Order, and this Order becoming a final order, not subject to appeal, rehearing, or other consideration.

6. This Stipulation, Agreement and Order shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns, including any subsequent trustee elected or appointed for the Debtors. Nothing contained herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Stipulation, Agreement and Order.

7. PIMCO consents to this Court's jurisdiction solely for the purpose of the enforcement of this Stipulation, Agreement and Order.

8. No amendment, waiver, or modification of any provision of this Stipulation, Agreement and Order shall be effective unless the same shall be in writing and signed by PIMCO and the Debtors.

9. This Stipulation, Agreement and Order may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Stipulation, Agreement and Order may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier, or by mail.

10. This Stipulation, Agreement and Order shall be governed by and shall be interpreted in accordance with the laws of the State of New York, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of laws that would require the application of laws of another jurisdiction.

Dated: June 24, 2009
New York, New York

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*Attorneys for Lehman Brothers Holdings, Inc.
and its Affiliated Debtors and Debtors-in-
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SO ORDERED this 2nd day of July, 2009

s/ James M. Peck
UNITED STATES BANKRUPTCY JUDGE